

OCT 26 2005

PTO/SB/82 (04-05)

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<b>REVOCATION OF POWER OF ATTORNEY WITH NEW POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS</b>	Application Number	10/084,380
	Filing Date	February 28, 2002
	First Named Inventor	Daniel G. Chain
	Art Unit	1646
	Examiner Name	O. N. Chernyshev
	Attorney Docket Number	20555/1203301-US3

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners associated with the Customer Number: 07278☒ Please change the correspondence address for the above-identified application to:☒ The address associated with  
Customer Number:

07278

OR

☐ Firm or  
Individual NameDARBY & DARBY P.C.  
S. Peter Ludwig

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Country US

State

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10150-5257

Telephone (212) 527-7700

Email

I am the:

☐ Applicant/Inventor.☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

Signature



Name

Daniel G. Chain

Date

26 Oct 2005

Telephone

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.



\*Total of 1 forms are submitted

PTO/SB/06 (09-04)

Approved for use through 07/31/2008 OMB 0651-0031  
U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Daniel G. ChainApplication No./Patent No.: 10/084,380Filed/Issue Date: February 28, 2002Entitled: SPECIFIC ANTIBODIES TO AMYLOID BETA PEPTIDE, PHARMACEUTICAL COMPOSITIONS  
AND METHODS OF USE THEREOFIntellect Neurosciences Inc.  
(Name of Assignee), a Corporation  
(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or2. ☐ an assignee of less than the entire right, title and interest.

The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:1. From: Chain, Daniel G.To: Mindset Biopharmaceuticals (USA), Inc.The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.2. From: Mindset Biopharmaceuticals (USA), Inc.To: Intellect Neurosciences Inc.The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_

To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.☐ Additional documents in the chain of title are listed on a supplemental sheet.☐ Copies of assignments or other documents in the chain of title are attached.  
[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Daniel G. Chain  
SignatureOctober 25, 2005  
DateDaniel G. Chain  
Printed or Typed Name\_\_\_\_\_  
Telephone NumberChairman and Chief Executive Officer  
Title

## ASSIGNMENT

I, Daniel G. CHAIN, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to Mindset Biopharmaceuticals (USA), Inc., a Delaware corporation, with offices at 535 West 34<sup>th</sup> Street, Suite 206A, New York, New York 10001 and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) my entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

### **SPECIFIC ANTIBODIES TO AMYLOID BETA PEPTIDE, PHARMACEUTICAL COMPOSITIONS AND METHODS OF USE THEREOF**

filed with the U.S. Patent and Trademark Office on February 28, 2002 and assigned Serial No.: 10/084,380, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

I hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

I agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

I further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

I hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

I further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: July 7, 2005

David Chain  
Signature of: Daniel G. Chain

State of NEW YORK

County of NEW YORK

Subscribed and sworn to before me this 7<sup>th</sup> day of July, 2005

Geoffrey Chinn  
Notary Public

My commission expires \_\_\_\_\_

GEOFFREY CHINN  
Notary Public, State of New York  
No. 02CH6006008  
Qualified in New York County  
Commission Expires April 20, 2006

### ASSIGNMENT OF PATENT AND PATENT RIGHTS

WHEREAS, Mindset Biopharmaceuticals (USA), Inc. (hereinafter "Assignor"), a corporation existing under the laws of the State of Delaware, having an office at 535 W. 34<sup>th</sup> Street, Suite 206A, New York, New York 10001, has certain ownership or exclusive license interests in the right, title and interest to United States Patents listed on Exhibit A hereto (the "Patents");

WHEREAS, Assignor also owns the rights for the inventions, as evidenced by its ownership of the patent applications listed on Exhibit A (the "Patent Applications") hereto filed in the United States and Trademark Office ("USPTO"), (which term shall include hereinafter where the context so admits all provisional, divisional, continuing, reissue and other patent applications based thereon), and any and all patent applications, patents and like rights of exclusion (including extensions thereof) of any country which may be granted on said Patent Applications; and

WHEREAS, Intellect Neurosciences, Inc. ("Assignee"), a Delaware corporation, having a place of business at 465 West 23<sup>rd</sup> Street, Apt. 12-J, New York, New York 10001 has an interest in inquiring right, title and interest in said Patents and Patent Applications and in obtaining an assignment thereof in a form suitable for recording in the USPTO or the appropriate patent office of the relevant foreign country.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and transfer to Assignee, its successors and assigns, for the territory of the United States of America and throughout the world, its entire right, title and interest (including the right to claim priority and including the right to sue and recover for past infringement) in and to the said Patents and Patent Applications as well as all of the rights incident to such ownership, including but not limited to manufacturing, use, sale and importation of the products and/or methods evidenced by the Patents and Patent Applications, to be held and enjoyed by the said Assignee for its own use and behalf and for its successors and assigns.

Assignor represents and warrants to Assignee that it has not previously assigned to pledged said Patents and Patent Applications, and there are not liens or encumbrances of any nature against said Patents or Patent Applications arising out of the actions of Assignor. Assignor further acknowledges that Assignee shall have no obligation whatsoever to pay any additional consideration to Assignor, including but not limited to manufacturing, use, sale and importation of the products and/or methods evidenced by the Patents and Patent Applications, to be held and enjoyed by the said Assignee for its own use and behalf and for its successors and assigns.

Assignor represents and warrants to Assignee that it has not previously assigned or pledged said Patents and Patent Applications, and there are no liens or encumbrances of any nature against said Patents and Patent Applications arising out of the actions of Assignor. Assignor further acknowledges that Assignee shall have no obligation whatsoever to pay any additional consideration to Assignor, including but not limited to royalties, by reason of this Assignment. Assignee shall be responsible for the payment of all maintenance fees and other fees necessary for the Patents and Patent Applications to be subsisting. Assignor further represents and warrants to Assignee that it is authorized to make this Assignment and that the person signing same is duly authorized and empowered to effect this Assignment.

**[The remainder of this page is intentionally left blank.]**

IN WITNESS WHEREOF, said Assignor has caused this Assignment of  
Licenses to be executed this 22nd day of June, 2005.

MINDSET BIOPHARMACEUTICALS  
(USA), INC.

Dated: June 22, 2005

By: Daniel G. Chain

Name: Daniel G. Chain

Title: President & CEO

**ACCEPTANCE BY ASSIGNEE**

I hereby accept this assignment on behalf of Intellect Neurosciences, Inc. I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I am an officer of Intellect Neurosciences, Inc., that I have signed this document on behalf of Intellect Neurosciences, Inc. with the full authority of its board of directors, and that all the foregoing is true and correct.

Dated:

June 22, 2005

By:

Name:

Mark Germain

Title:

VICE CHAIRMAN



Mindset Biopharmaceuticals (USA), Inc.

Date:

June 22, 2005

United States of America )

State of

New York ) ss.:

County of

New York )

On this 22nd day of June, 2005, before me personally came Daniel G. Chain, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Mi Huen Chan  
Notary Public  
MI-HUEN CHAN  
NOTARY PUBLIC, State of New York  
No. 31-4929585  
Qualified in New York County  
Commission Expires May 2, 2008

Witness:

June 22, 2005  
Date

Peter

Witness:

June 22, 2005  
Date

Lora Choi Aranador

Intellect Neurosciences, Inc.

Date: June 22, 2005

United States of America )  
State of New York ) ss.:  
County of New York )

On this 22<sup>nd</sup> day of June, 2005, before me  
personally came Mark Germain, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

Mi Huen Chan  
Notary Public  
MI-HUEN CHAN  
NOTARY PUBLIC, State of New York  
No. 31-4929585  
Qualified In New York County  
Commission Expires May 2, 2006

Witness:

June 22, 2005 Peter L.  
Date

Witness:

June 22, 2005 Lora Choi Abanador  
Date